

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Darling International Inc.		12/17/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3560068	WE'RE RECYCLING THE DARLING WAY.
Registration Number:	2934067	CLEAN STAR
Registration Number:	2342415	DARLING RESTAURANT SERVICES
Registration Number:	2204928	
Registration Number:	2345825	CLEAN STAR
Registration Number:	1705424	TORVAC
Registration Number:	0517063	
Registration Number:	0118391	DARLING
Serial Number:	77285525	DARLING INTERNATIONAL
Serial Number:	77285509	DARLING INTERNATIONAL
Serial Number:	85092832	TRAP SERVICES
Serial Number:	85092847	COR COOKING OIL REMOVAL

**CORRESPONDENCE DATA**

900181219

**TRADEMARK  
 REEL: 004452 FRAME: 0315**

OP \$315.00 3560068

Fax Number: (212)455-2502  
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ATTORNEY DOCKET NUMBER:	509333/0201
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/m/
Date:	01/13/2011

Total Attachments: 6  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 17, 2010 is made by DARLING INTERNATIONAL INC., a Delaware corporation, located at 251 O'Connor Ridge Boulevard, Suite 300, Irving, Texas 75038 (the "Debtor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 17, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Darling International Inc. (the "Borrower"), the Lenders party thereto from time to time, the agents party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered a Security Agreement, dated as of the date of the Credit Agreement, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Debtor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property included in the Collateral (as defined in the Security Agreement), including the Trademarks included in the Collateral; and

WHEREAS, the Debtor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to Section 2.1 of the Security Agreement, Debtor hereby pledges and grants a continuing security interest in all of the Debtor's right, title and interest in, to and under the Trademarks owned by such Debtor (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Debtor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will be deemed an original, but all of which when taken together constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or email or other electronic means (including a “.pdf” or “.tif” file) shall be effective as delivery of a manually executed counterpart of this Agreement.

*(Remainder of the page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

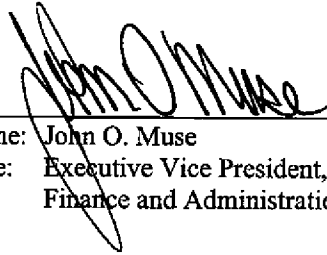
DEBTOR:

**DARLING INTERNATIONAL INC.**

By: \_\_\_\_\_

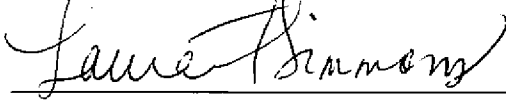
Name: John O. Muse

Title: Executive Vice President,  
Finance and Administration

A handwritten signature in black ink, appearing to read "John O. Muse", is written over a horizontal line. The signature is stylized and cursive.


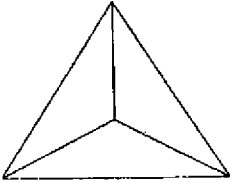
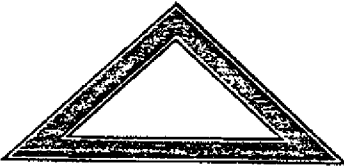
AGENT:

JPMORGAN CHASE BANK, N.A.,  
as Agent for the Secured Parties

By: 

**Schedule A**

Registered Trademarks

Owner	Mark	Registration No.	Registration Date
Darling International, Inc.	 <p>WE'RE RECYCLING THE DARLING WAY (word and design)</p>	3560068	1/13/2009
Darling International, Inc.	CLEAN STAR	2934067	3/15/2005
Darling International, Inc.	DARLING RESTAURANT SERVICES	2342415	4/18/2000
Darling International, Inc.	 <p>(design only)</p>	2204928	11/24/1998
Darling International, Inc.	CLEAN STAR	2345825	4/25/2000
Darling International, Inc.	TORVAC	1705424	8/4/1992
Darling International, Inc.	 <p>(design only)</p>	0517063	11/1/1949
Darling International, Inc.	DARLING	0118391	9/4/1917

Pending Trademarks

Owner/Applicant	Mark	Application No.	Application Date
Darling International, Inc.	 <p>DARLING INTERNATIONAL (word and design)</p>	77285525	9/21/2007
Darling International, Inc.	 <p>DARLING INTERNATIONAL (word and design)</p>	77285509	9/21/2007
Darling International, Inc.	 <p>TRAP SERVICES (word and design)</p>	85092832	7/26/2010
Darling International, Inc.	 <p>COR COOKING OIL REMOVAL (word and design)</p>	85092847	7/26/2010